

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TENNESSEE  
WESTERN DIVISION

CINDY (DEXTER) WOOTEN,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Case No.: 2:10-cv-02672 CGC
	)	
STATE FARM FIRE & CASUALTY	)	
COMPANY,	)	
	)	
Defendant.	)	

**PLAINTIFF'S RULE 26(a)(1) INITIAL DISCLOSURES**

**COMES NOW** the Plaintiff, **CINDY (DEXTER) WOOTEN**, by and through her attorneys, pursuant to Rule 26 Fed. R. Civ. P. and submits her initial disclosures. These disclosures are made subject to and without waiving any right to protect from disclosure or otherwise object to producing (a) any and all communications protected by the attorney client privilege, (b) any and all information protected by the attorney work product doctrine or other privilege, (c) any and all confidential information until a suitable protective order is entered protecting the confidentiality of such information and (d) any other matter not relevant to the subject matter involved in the present action which does not appear reasonably calculated to lead to the discovery of admissible evidence.

(A) *Witnesses:*

Based upon the information currently available to Plaintiff, the following individuals are likely to have discoverable information that Plaintiff may use to support her claims:

1. Cindy Wooten, c/o Sean Antone Hunt, P.O. Box 171119, Memphis, TN 38187;

Plaintiff is the insured of the Defendant.

2. Sherman Wooten, 2815 Yellowdog Road, Senatobia MS 3668; Plaintiff's father;
3. Crystal Wooten, 2822 Morning Park Cove, Cordova, TN; Plaintiff's sister and resident of the subject property;
4. Mary Wooten, 2822 Morning Park Cove, Cordova, TN; Plaintiff's mother;
5. DeShaun Morris, 5375 Bradclift St., Memphis, TN 38109; Neighbor of Plaintiff's sister, Crystal Wooten;
6. Sabine Anne Morris, 5375 Bradclift St., Memphis, TN 38109; Neighbor of Plaintiff's sister, Crystal Wooten;
7. Kennetha Jones, 5369 Abbycrest Dr., Memphis, TN 38109; Witness to the fire;
8. Sandra McCracken 5344 Bradclift St., Memphis, TN 38109; Witness to the fire;
9. Peggy Webber, MorEquity, Inc., 600 N. Royal Ave., Evansville, IN 47715;
10. Chris Baker, EFI Global Investigators, 1880 General George Patton Dr., Suite 203, Franklin, TN 37067; Conducted cause and origin investigation;
11. Jim Simpson, c/o Christopher Vescovo, 2900 One Commerce Sq., Memphis, TN 38103; State Farm Claims Representative;
12. Edna Balser, c/o Christopher Vescovo, 2900 One Commerce Sq., Memphis, TN 38103; State Farm Claims Representative;
13. Brian Birdwell, c/o Christopher Vescovo, 2900 One Commerce Sq., Memphis, TN 38103; State Farm Claims Representative;
14. City of Memphis Fire Department;
15. Any individuals identified in the State Farm Claims File;

16. Any witnesses identified by the Defendant.

(B) *Documents:*

The Plaintiff reserves the right to withhold any attorney-client and/or attorney work product privileged documents, as necessary. To the extent that any documents are privileged, a privilege log will be provided under separate covers as required by the Federal Rules of Civil Procedure. Without waiving the above mentioned reservation, the Plaintiff states that the following documents are located at the offices of the undersigned counsel for Plaintiff and are available for inspection upon reasonable notice:

1. State Farm Claim Denial letter;
2. Under Oath Examinations of Cindy Wooten, Sherman Wooten, Crystal Wooten, and Mary Wooten; all documents produced at the examinations;
3. Correspondence between Cindy Wooten's counsel and State Farm representatives;
4. Memphis Fire Department Investigative Field Incident Report;
5. Copy of Ms. Wooten's Insurance Policy with State Farm;
6. Invoices for home repairs of the 5381 Bradclift St. property; and
7. Estimate for the construction of a new dwelling at 5381 Bradclift St.

(C) *Damages:*

Plaintiff's property was destroyed in the fire. The estimate to rebuild the home on the lot totaled \$65,800. Additionally, Plaintiff paid \$500.00 to have the remnants of the home removed from the property. Plaintiff is requesting the full amount of her policy which is \$90,000 plus bad faith penalties, post-judgment interest, pre-judgment interest and attorneys fees.

(D) *Insurance Agreement:*

No claims have been made against Plaintiff, so this provision does not apply to her.

Respectfully submitted,

**THE HUNT LAW FIRM**

/s/ Sean Antone Hunt  
**SEAN ANTONE HUNT**, BPR #16159  
P.O. Box 171119  
Memphis, TN 38187-1119  
901-730-0937

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing has been sent via U.S. mail, properly addressed, and postage prepaid, or by electronic means via the Court's electronic filing system to:

Christopher Vescovo  
Jonathon L. May  
One Commerce Sq., 29<sup>th</sup> Floor  
40 South Main St.  
Memphis, TN 38103  
Attorneys for Defendant

this 22<sup>nd</sup> day of February, 2011

/s/ Sean Antone Hunt  
**SEAN ANTONE HUNT, ESQ.**